



Health Services
LOS ANGELES COUNTY

June 9, 2011

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

TO: Supervisor Michael D. Antonovich, Mayor
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Don Knabe

FROM: Mitchell H. Katz, M.D.
Director of Health Services

SUBJECT: **NOTIFICATION OF DEPARTMENT OF HEALTH SERVICES' USE OF DELEGATED AUTHORITY TO EXECUTE TWO AMENDMENTS TO EXTEND AGREEMENTS WITH HEALTH CARE INTERPRETER NETWORK AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

Mitchell H. Katz, M.D.
Director

John F. Schunhoff, Ph.D.
Chief Deputy Director

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Los Angeles, CA 90012

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www.dhs.lacounty.gov

This is to advise your Board that the Department of Health Services (DHS) is exercising its delegated authority, approved on June 22, 2010 (attached), to execute the following two amendments: 1) Amendment No. 6 to Agreement No. H-703296, with Health Care Interpreter Network (HCIN) for the Health Care Interpreter Network Agreement for Healthcare Interpreter Membership Connection Fees, and 2) Amendment No. 6 to Agreement No. H-703015, with Public Health Foundation Enterprises (PHFE) for the Interpreter Call Center Pilot Program Agreement, both effective upon full execution by the parties, to extend the terms of the Agreements for the period of July 1, 2011 through June 30, 2012, at the same terms and conditions. The current Agreements will expire on June 30, 2011.

Extension of the HCIN and PHFE Agreements will allow DHS to continue to have uninterrupted access to the provision of healthcare interpretation services throughout DHS facilities. HCIN membership allows access to the services of an Internet Protocol Voice/Video Call Center Management Server which organizes the routing of requests of voice or video calls to healthcare interpreters at other participating health systems and contract service providers. The PHFE Agreement allows access to healthcare interpreter staff provided through PHFE to augment the provision of healthcare interpretation services at DHS facilities.

County Counsel has reviewed and approved HCIN Amendment No. 6 and PHFE Amendment No. 6 as to form. The Chief Executive Office has also reviewed and approved the Amendments.

If you have any questions or require additional information, please let me know.

MHK:pps

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



Health Services
LOS ANGELES COUNTY

June 15, 2010

Los Angeles County
Board of Supervisors

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Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

REVISED

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#17 JUNE 22, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXTEND AGREEMENTS WITH HEALTH CARE
INTERPRETER NETWORK AND PUBLIC HEALTH FOUNDATION
ENTERPRISES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 5 to Agreement No. H-703296 with Health Care Interpreter Network (HCIN) (formerly Contra Costa Regional Health Foundation – CCRHF), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, to continue the membership of the Department of Health Services (DHS) in HCIN, including the new membership of Martin Luther King, Jr., Multi-Service Ambulatory Care Center (MLK-MACC), and increase the Agreement's maximum obligation by \$200,000 to cover HCIN membership connection fees and \$4,500 for an additional T-1 Line at LAC+USC Medical Center (LAC+USC), for the extension period.
2. Authorize the Interim Director, or his designee, to execute Amendment No. 5 to Agreement H-703015 with Public Health Foundation Enterprises (PHFE), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, with no change to and increase the Agreement's maximum obligation total funding from \$801,146 to \$857,620, to allow interpreter staff from PHFE to work at DHS facilities.
3. Delegate authority to the Interim Director, or his designee, to extend the Agreements with HCIN and PHFE for up to two additional years after their expiration dates, at the same rates, terms and conditions, at a maximum annual obligation for HCIN of \$204,500 and with no

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exchange of monies between the parties for the PHFE Agreement, upon review and approval by County Counsel and the Chief Executive Office, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation will allow the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to continue the membership of DHS in HCIN, including the new membership of MLK-MACC. MLK-MACC was added to the HCIN Agreement last year but membership was not initiated. Membership in HCIN allows participating hospitals the services of an Internet Protocol (IP) Voice/Video Call Center Management Server which organizes the routing of each health system request of voice or video calls to healthcare interpreters within their own health system, and to interpreters at other participating health systems and contract service providers. HCIN members, including DHS, share in the economies of scale for the set-up and maintenance of the call center and lower prices of shared interpretation services. Members pay a membership connection fee and can earn minute credits if they provide more translation services than they use.

The HCIN membership has been a key component of the L.A. Care grant-funded Interpreter Call Center Pilot Program (ICCPP) that increases access to DHS health care services by limited English-proficient and deaf or hearing-impaired patients. The ICCPP consisted of the HCIN Agreement for membership connection fees and access to interpreter staff provided through an agreement with PHFE. The PHFE interpreter staff provide interpretation services at participating DHS facilities using HCIN's IP Voice/Video Call Center Management Server and are an integral part of DHS' facilities provision of interpreter services. The grant funds for the HCIN Agreement were fully expended by November 15, 2008, and HCIN membership connection fees have since been funded by not County cost using funds within the Department's budget to maintain access to the HCIN to support the continuation of the Interpreter Call Center Pilot Program through June 30, 2010.

The HCIN Agreement expires June 30, 2010, and the recommended extension is necessary to support the continued provision of these interpreter services at DHS facilities. L.A. Care has verbally indicated its intent to award additional grant funds to PHFE for the provision of interpreter staff at DHS facilities, and DHS membership in HCIN is an integral part of those interpretation services.

Approval of the second recommendation will authorize the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit II, to continue access to interpreter staff provided through PHFE to augment the provision of Video Medical Interpretation (VMI) services at DHS facilities under the new L.A. Care grant-funded VMI Interpreter Project. The new grant-funded project is anticipated to be effective July 1, 2010, with L.A. Care awarding grant funds for the new extended period directly to PHFE. The current PHFE Agreement expires on June 30, 2010, and the recommended

extension is necessary to allow PHFE's interpreter staff continued access to DHS facilities. In order to ensure adequate continuous staff coverage for the VMI Interpreter Project, there are sufficient unspent grant funds from the original grant and funds within DHS' Fiscal Year (FY) 2010-11 Adopted Budget will be used to cover one two months of expenditures for July and August 2010 until L.A. Care makes the grant award directly to PHFE.

Approval of the third recommendation will allow the Interim Director, or his designee, to execute amendments to extend the term of the Agreements with HCIN and PHFE, as necessary, to accommodate possible extensions of the VMI Interpreter Project Grant Award.

Implementation of Strategic Plan Goal

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The HCIN Agreement's maximum obligation of \$435,850 will be increased by \$200,000 to cover membership connection fees for FY 2010-11, and \$4,500 for an additional T-1 Line at LAC+USC, for a revised total maximum obligation of \$640,350. The \$200,000 annual membership fee is calculated at \$40,000 per facility for Rancho Los Amigos National Rehabilitation Center, LAC+USC, Harbor-UCLA Medical Center, MLK-MACC, and Olive View-UCLA Medical Center. DHS will be invoiced on a pro-rated basis upon the membership start date for MLK-MACC. Funding is included in DHS' FY 2010-11 Proposed Adopted Budget.

For the PHFE Agreement, as amended, the July and August 2010 expenditures will be funded by unspent L.A. Care grant monies and funds within DHS' FY 2010-11 Adopted Budget both in the amount of \$28,237. Effective August September 1, 2010, there will be no exchange of monies between the parties during the remaining term of the Agreement.

The maximum annual obligation for an extension by the Department of the Agreement with HCIN shall be \$204,500. An extension by the Department of the PHFE Agreement will not include any exchange of monies between the parties.

With respect to any extension of the PHFE Agreement should the Department seek to do so in the event L.A. Care refuses to provide funding for the entire cost of the services under a direct contract with PHFE under the VMI Interpreter Project, the additional maximum annual obligation to cover interpreters' salaries and employee benefits will be an estimated \$280,100.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

HCIN

On June 12, 2007, your Board authorized the Director to enter into an Agreement with CCRHF, the organizational home of HCIN. The Agreement was effective July 1, 2007 through November 30, 2008, for membership connection fees to access HCIN. Subsequent amendments delegated and assigned the Agreement with CCRHF to HCIN, and extended the term of the Agreement through June 30, 2010, to be co-terminus with the PHFE Agreement, with the most recent extension amendment approved by your Board on June 9, 2009.

The HCIN Agreement may be terminated by either party, with or without cause, in whole or in part, by giving at least 30 calendar days prior written notice of termination to the other party.

PHFE

On June 12, 2007, your Board authorized the Director to enter into an Agreement with PHFE for the ICCPP. The Agreement, effective July 1, 2007 through June 30, 2009, provided access to interpreter staff through PHFE. Subsequent amendments, with the most recent one executed under delegated authority approved by your Board on June 9, 2009, extended the term of the Agreement through June 30, 2010.

The PHFE Agreement may be terminated by either party, with or without cause, in whole or in part, by giving at least 30 calendar days prior written notice of termination to the other party.

Under the terms of the extension, payment for services provided by PHFE will be funded directly by L.A. Care, with the exception for services provided during the months of July and August 2010 during which unexpended grant funds from the previous period and DHS' Fiscal Year (FY) 2010-11 Adopted Budget will be used.

DHS has obtained verbal approval from L.A. Care's senior management team for the new Grant Award for the VMI Interpreter Project. L.A. Care has verbally indicated that the new grant funds will be awarded directly to PHFE. Written approval is forthcoming upon approval by L.A. Care's Board of Directors.

County Counsel has approved Exhibits I and II as to form.

CONTRACTING PROCESS

Not applicable.

The Honorable Board of Supervisors
June 15, 2010
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to continue to have uninterrupted access to the provision of healthcare interpretation services throughout DHS facilities.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:ps

Attachments (2)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

HCIN / PHFE Extension BL